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**KITCHEN USE AGREEMENT**

This agreement is made the day of , between the Shoals Business Incubator (SBi) d/b/a Shoals Culinary Center (the “lessor”) and (the “client”).

For value received, and in consideration of the mutual covenants, these parties agree as follows:

I. Premises and Term. The Client hereby hires the use of the Kitchen of the Shoals Culinary Center to prepare \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(describe product) and understands that the Client is not authorized to use the facility for any other purpose than stated on the following basis:

 **Use of the facility on an hourly basis.**

1. Rent of **$25** per hour will be billed on the last day of each calendar month and is due and payable when the invoice is received but not later than the 20th of each month. Any payments not received by the 20th will incur a late fee of **$35**.
2. Clients utilizing the kitchen facility will incur a monthly charge of at least 5 hours or $125. This fee will be applied monthly and does not accumulate. Each client is allotted 5 hours of usage per month, but it is essential to utilize this time within the month billed.
3. A deposit of **$250** will be due and payable before use of the kitchen. Deposit will be retained by the Shoals Business Incubator for fair compensation for client’s failure to perform as stated under this kitchen use agreement, or for damage or loss by the SBi as an indirect or direct result of client’s actions. Deposit shall be refunded to client less any deductions for repairs, or cleanup directly related to your operations and/or outstanding balance of rent due upon termination of this agreement.
4. Use of the kitchen will be allowed at **scheduled times only**. Time must be scheduled at least one week in advance and is available on a first-reserved basis.
5. Hours are to be reported on or before the last day of the month. If hours are not reported, client will be billed for time scheduled. Client will be charged for time reserved if not canceled twenty-four hours before scheduled time.
6. Any client who incurs billing for kitchen usage, will be billed a monthly chemical surcharge fee of **$37** to cover costs of cleaning and chemical cleaning agents
7. Storage rates vary – please refer to the attached storage fee schedule attached hereto

The Client acknowledges receipt and review of, and shall be bound by, the Shoals Culinary Center Kitchen Operating Policy and Professional Standards of Conduct, a copy of which is attached and incorporated by reference.

To evidence their agreement, these parties have subscribed their names to be effective that date and year written below. The term of this agreement expires one year from the effective date below.

Shoals Business Incubator

By Date

Giles McDaniel, Executive Director

Kitchen Client

 Print Name

Signature Date